

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
FLINT DIVISION

In re:

Anthony Widmayer

Case No. 19-31963-JDA

Chapter 13

FILED 20 SEP 9 AM10:49  
US BANKRUPTCY MIE-FLNT

**APPLICATION FOR PAYMENT OF UNCLAIMED FUNDS**

The undersigned, ADAMS & COHEN, LLC, as Assignee of Anthony Widmayer, applies to the Bankruptcy Court of the Eastern District of Michigan for entry of an order directing the Clerk of the Court to remit to applicant the sum of \$2,433.88, said funds having been deposited into the Treasury of the United States pursuant to an order of the Court as unclaimed funds for Claimant/ Debtor Anthony Widmayer and Claim Number N/A. The applicant further states that:

1. Indicate one of the following)

- Applicant is the party requesting payment of the unclaimed funds named above and no other application for these unclaimed funds has been submitted by or at the request of the Claimant.
- Applicant is the Claimant and entitled to the unclaimed funds by assignment, purchase, merger, acquisition, succession or by other means.
- Applicant is the duly authorized representative for the business or corporation named above as the claimant. Applicant has reviewed all records of the claimant and states that no other application for this claim has been submitted by or at the request of this claimant. An Affidavit of Claimant is attached and made part of this application.
- Applicant is either a family member of the deceased claimant or a successor in interest to the individual or business named as claimant. An original "Power of Attorney" conforming to the official Bankruptcy Form and/ or other supporting documents which indicated the applicant's entitlement to this claim is attached and made part of this application.

2. Applicant has made sufficient inquiry and has no knowledge that this claim has been previously paid, that any other application for this claim is currently pending before this court, or that any party other than the applicant is entitled to submit an application for this claim.

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
FLINT DIVISION

Application for Payment of Unclaimed Funds

Respectfully submitted this 1<sup>st</sup> day of SEPT., 2020.

Jairo Camargo, Managing Partner  
Adams & Cohen, LLC  
P. O. Box 546293  
Miami Beach, FL 33154  
Telephone (305) 459-1516  
Tax ID # 26-3552751

SWORN and SUBSCRIBED before me this  
1 day of Sept, 2020.

Notary Public, State of Florida



Oslenys B Alba  
Comm. # GG324795  
Expires: May 13, 2023  
Bonded Thru Aaron Notary

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
FLINT DIVISION**

In re: Case No. 19-31963-JDA  
Anthony Widmayer Chapter 13

**ORDER FOR PAYMENT OF UNCLAIMED FUNDS**

Upon application and in accordance with the provisions of 28 U.S.C. Section 2042, that following a review of the sufficiency of the Affidavit of Claimant information that the claimant is properly entitled to said funds, and that the U.S. Attorney for the Eastern District of Michigan was provided a copy of this application with a proof of service attached to the application.

**IT IS ORDERED** that the Clerk of the U.S. Bankruptcy Court remit to Adams & Cohen, LLC, P. O. Box 546293, Miami Beach, FL 33154, the sum of Two Thousand Four Hundred Thirty-Three and 88/100 dollars (\$2,433.88), of unclaimed funds held in the U. S. Treasury.

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United States Bankruptcy Judge

Dated: \_\_\_\_\_

Katherine B. Gullo, Clerk  
U.S. Bankruptcy Court

By: \_\_\_\_\_  
Deputy Clerk

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
FLINT DIVISION

In re: Case No. 19-31963-JDA

Anthony Widmayer Chapter 13

**AFFIDAVIT OF CLAIMANT**

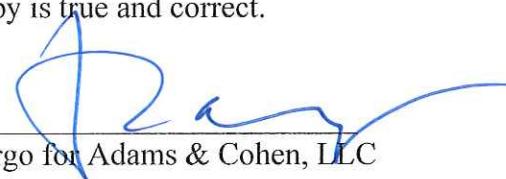
I, Jairo Camargo as Managing Partner of Adams & Cohen, LLC, do hereby state that I am the claimant by Assignment to the unclaimed funds released in this application and that I am, to the best of my knowledge, the legal owner of these funds.

Mailing Address: P. O. Box 546293  
Miami Beach, FL 33154  
Phone Number: 305-459-1516  
  
FEIN: XX-XXX2751

I, Jairo Camargo have never previously received remittance for this claim nor contracted with any other party other than the person named in item one above to recover these funds.

I declared under penalty of perjury that the foregoing copy is true and correct.

Dated: 9-1-20



Jairo Camargo for Adams & Cohen, LLC

SWORN AND SUBSCRIBED before me  
This 1 day of Sept, 2020.

NOTARY PUBLIC AT LARGE  
State of Florida



Oslenys B Alba  
Comm. # GG324795  
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UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
FLINT DIVISION

In re:

Case No. 19-31963-JDA

Anthony Widmayer

Chapter 13

**PROOF OF SERVICE**

I, the undersigned, hereby certify that on 9-1-20, a copy of the Application for payment of Unclaimed Funds and its attachments by Adams & Cohen, LLC, was served on the United States Attorney for the Eastern District of Michigan at the following address:

U.S. Attorney for the Eastern District of Michigan  
Attn: Civil Division-Financial Litigation  
600 Church Street  
Flint, MI 48502

Dated: 9-1-20

By: \_\_\_\_\_  
  
Jairo Camargo, Managing Partner  
Adams & Cohen, LLC  
P. O. Box 546293  
Miami Beach, FL 33154  
Telephone (305) 459-1516

## ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is entered into on this 31<sup>st</sup> day of Aug, 2020 by and between **Anthony Widmayer**, 515 W Hamburg Street, Pinckney, MI 48169 ("Assignor") and **Adams & Cohen, LLC**, a Florida Limited Liability Company, 201 S. Biscayne Blvd., Suite 2800, Miami, FL 33131 ("Assignee").

1. Assignor is/ was a creditor in Bankruptcy Case # 19-31963-JDA and was filed in the United States Bankruptcy Court of the Eastern District of Michigan ("Bankruptcy Case"). In his/ her capacity as creditor, Assignor was entitled to a distribution of funds in the amount of \$2,433.88 ("Funds"), which remittance was attempted by the Trustee at the Assignor's last known address. Such remittance was never negotiated, however, and pursuant to Federal Rule of Bankruptcy Procedure 3011 and 11 U.S.C. 347, the trustee remitted the funds to the Clerk of the Court for payment on to the Registry of Unclaimed Funds. Such Funds are subject to withdrawal as provided by 28 U.S.C. 2042.
2. Rather than attempting to collect the Funds- and in an effort to both save the expense of such a collection, as well as to expedite the liquidating of their interest in the Funds- Assignor desires to legally assign his/ her interest in such Funds and Assignee desires to purchase and obtain such interest in the Funds. Therefore, with both parties being of sound mind, and operating in the manner in which they deem to be in their mutual best interest, Assignor shall convey all rights, title and interest that Assignor has in the Funds and the Claim which generated same, and Assignee shall purchase all rights, title and interest that Assignor has in the funds and such Claim as generated same.
3. For Good and valuable consideration, the Assignor does hereby irrevocably transfer and assign to Assignee and assigns, all of his/ her rights, title and interest to Assignee in reference to this Claim/ Funds.
4. **Consideration:** The consideration herein given by Assignee to Assignor shall be the sum of \$1,833.88 which sum shall be remitted to Assignor. A check will be issued to the Assignor for the above stated amount once this claim is approved.
5. This assignment shall be deemed an absolute and unconditional assignment of Claim for the purpose of collection and satisfaction, and shall not be deemed to create a security interest.
6. Assignor represents and warrants to Assignee that no payment or other distribution has been received by or on behalf of Assignor in full or partial satisfaction of the assigned rights; that Assignor has not previously sold or assigned the rights, in whole or in part, to any party.
7. Assignor hereby irrevocably appoints Assignee, Adams & Cohen, LLC, as its true and lawful attorney-in-fact to act in Assignor's stead with respect to the Claim/ Funds assigned.
8. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter above.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement by their duly authorized representatives as of the above Date of this Agreement.

ASSIGNOR: Anthony Widmayer

Signature: Anthony Widmayer

ASSIGNEE: Jairo Camargo for Adams & Cohen, LLC

Signature: Jairo Camargo

On this 1<sup>st</sup> day of Sept, 2020, I, Jairo Camargo  
Certify that the preceding or attached document titled  
Assignment Agreement (1) Page(s), is a true, accurate, complete  
redacted copy of the original being kept at 201 S. Biscayne Blvd.,  
Suite 2800, Miami, FL 33131.



Oslenys Alba Notary Public State of Florida  
My Commission expires: May 13, 2023



Oslenys B Alba  
Comm. # GG324795  
Expires: May 13, 2023  
Bonded Thru Aaron Notary  
Page 6 of 11

# ADAMS & COHEN

201 S. Biscayne Blvd., Suite 2800  
Miami, FL 33131  
E-mail: admin@adamscohen.com

Tel 305.459.1516  
Toll Free Tel 888.978.9990  
Fax 888.978.2226

## NOTICE OF ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, **Anthony Widmayer** ("Assignor") hereby sells, assigns, conveys and transfers over and unto Adams & Cohen, LLC ("Assignee"), any and all of right, title and interest in and to the below reference claim/ funds:

The Assigned claim/ funds:

Court: U.S. Bankruptcy Court Eastern District of Michigan  
Case Number: 19-31963-JDA  
Unclaimed Funds: \$2,433.88  
Claim #: Scheduled  
Assignment Price: \$1,833.88

CLAIM IS ASSIGN "AS IS", WHERE IS" WITH NO WARRANTIES OR REPRESENTATIONS WHATSOEVER, EXCEPT AS EXPRESSLY PROVIDED IN THE ASSIGNMENT AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Signature: Anthony Widmayer

On this 13<sup>rd</sup> day of Sept., 2020, I, Jairo Camargo  
Certify that the preceding or attached document titled  
Notice of Assignment (1) Page(s), is a true, accurate, complete  
Redacted copy of the original being kept at 201 S. Biscayne Blvd.,  
Suite 2800, Miami, FL 33131.

Oslenys Alba- Notary Public State of Florida  
My Commission Expires: May 13, 2023

Oslenys B Alba  
Comm. #GG324795  
Expires: May 13, 2023  
Bonded Thru Aaron Notary



A+ Rating

State of Florida License: A9900096

adamscohen.com

UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF MICHIGAN

In the matter of: Case No. 19-31963-JDA  
Anthony Widmayer Chapter 13 Proceedings  
Debtor(s). Judge Joel D. Applebaum

**NOTICE OF UNCLAIMED FUNDS**

**TO: CLERK OF THE COURT**

The attached check represents an unclaimed dividend in this estate and is remitted to the clerk of the court pursuant to U.S.C. 347(a). The name of the party entitled to this unclaimed dividend is as follows:

Creditor or Debtor Name	Court Clm.#	Trustee Clm.#	Class of Claim	Check#	Amt. of Check
Anthony Widmayer		Debtor Refund		880759	\$2433.88

Dated: Friday, July 10, 2020

/s/Carl L. Bekofske  
Carl L. Bekofske,  
Standing Chapter 13 Trustee  
400 N. Saginaw St., Ste 331  
Flint, MI 48502  
Telephone: (810) 238-4675  
Fax: (810) 238-4712  
Email: ECF@flint13.com  
P10645



31156 Northway Road Highway  
Flemington MI 48334

**LOANLINER**

## LOAN AND SECURITY AGREEMENTS AND DISCLOSURE STATEMENT

✓ FIXED RATE VARIABLE RATE	LOAN DATE 04/06/2018	LOAN NUMBER 05	ACCOUNT NUMBER 3203	GROUP POLICY NUMBER [REDACTED]	MATURITY DATE 04/20/2025
BORROWER 1			BORROWER 2		
NAME AND ADDRESS Anthony A Widmayer 2410 Cohocton Rd Howell MI 48855			NAME (AND ADDRESS IF DIFFERENT FROM BORROWER 1) 2410 Cohocton Rd Howell MI 48855		

← Previous  
Address

### TRUTH IN LENDING DISCLOSURE 'e' means an estimate

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit is \$44,340.32 which includes your downpayment of \$
4.590 %	\$6,591.64	\$37,788.68	\$44,340.32	

#### Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due	Prepayment:
83	\$527.87	Monthly Beginning: 05/20/2018	If you pay off early you will not have to pay a penalty.
1	\$527.11	Final Pmt: 04/20/2025	Required Deposit: The Annual Percentage Rate does not take into account your required deposit, if any.
Property Insurance: You may obtain property insurance from anyone you want that is acceptable to the credit union. If you get the insurance from us, you will pay \$0.00			Assumption: Someone buying your mobile home cannot assume the remainder of the loan on the original terms.
Late Charge: If any loan payment is received 10 (ten) or more days past the due date, a late fee of 5% of the payment will be assessed with a minimum of \$15.00.			Demand: This obligation has a demand feature. All disclosures are based on an assumed maturity of one year.
			Filing Fees      Non-Filing \$0.00      \$0.00

Security: Collateral securing other loans with the credit union may also secure this loan. You are giving a security interest in your shares and dividends and, if any, your deposits and interest in the credit union; and the property described below:

Collateral	Property/Model/Make	Year	I.D. Number	Type	Value	Key Number
	Chevrolet Silverado	2014	3GCUKTEC5EG479976		\$39,000.00	\$

Other (Describe)	in Account No.	\$	in Account No.
Pledge of Shares \$			

Variable Rate:

See your contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.

### SIGNATURES

By signing as Borrower, you agree to the terms of the Loan Agreement. If property is described in the "Security" section of the Truth in Lending Disclosure, you also agree to the terms of the Security Agreement. If you sign as "Owner of Property" you agree only to the terms of the Security Agreement.

**CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE AGREEMENT BEFORE YOU SIGN IT.**

<i>[Signature]</i>	(S)EAU 04/06/2018
BORROWER 1	DATE
<i>[Signature]</i>	(S)EAU 04/06/2018
OTHER BORROWER	DATE

<i>[Signature]</i>	(S)EAU 04/06/2018
BORROWER 2	DATE
<i>[Signature]</i>	(S)EAU 04/06/2018
OTHER BORROWER	DATE

# ADAMS & COHEN

201 S. Biscayne Blvd., Suite 2800  
Miami, FL 33131  
E-mail: admin@adamscohen.com

Tel 305.459.1516  
Toll Free Tel 888.978.9990  
Fax 888.978.2226

## CORPORATE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I,

**Jairo Camargo, Managing Partner, and Sole Owner of Adams & Cohen, LLC**, acting on its behalf hereby state that as such, I am authorized to file applications, affidavits and or motions on behalf of **Adams & Cohen, LLC** for our clients who are seeking recovery of unclaimed, undistributed, or undelivered tenders of funds belonging to them held by the United States, by a state or local municipality, or by an agency or instrumentality of either.

Signed this 15<sup>th</sup> day of Sept., 2020.

Corporate Seal

By \_\_\_\_\_

Jairo Camargo

State/ Providence of Florida

The above-named Jairo Camargo known to be the individual described in (and holding the position designated in) the foregoing instrument, appeared before me and acknowledged the execution thereof to be his/her free of act and deed.

SWORN AND SUBSCRIBED BEFORE ME: \_\_\_\_\_

Oslenys B. Alba, Notary Public-State of Florida



Oslenys B Alba  
Comm. # GG324795  
Expires: May 13, 2023  
Bonded Thru Aaron Notary



A+ Rating

State of Florida License: A9900096

adamscohen.com

**2020 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L08000097952

**Entity Name:** ADAMS & COHEN, LLC

**Current Principal Place of Business:**

201 S. BISCAYNE BLVD., SUITE 2800  
MIAMI, FL 33131

**Current Mailing Address:**

P.O. BOX 546293  
MIAMI BEACH, FL 33154

**FEI Number:** 26-3552751

**FILED**  
**Jun 23, 2020**  
**Secretary of State**  
**0024242744CC**

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

GORMAN, LENARD H ESQ.  
9100 S. DADELAND BLVD.  
10TH FLOOR  
MIAMI, FL 33156 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** LENARD H GORMAN

06/23/2020

Electronic Signature of Registered Agent

Date

**Authorized Person(s) Detail :**

Title MGR

Name CAMARGO, JAIRO

Address P.O. BOX 546293

City-State-Zip: MIAMI BEACH FL 33154

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** JAIRO CAMARGO

MGR

06/23/2020

Electronic Signature of Signing Authorized Person(s) Detail

Date